of bringing the extracts up to date had been rather superficial and mechanical. Let us conceive, if we can, that when later generations found "antinomies" in this official digest, commentators and courts, instead of applying the historical method of interpretation had undertaken to explain away the contradictions by "distinguishing" or otherwise reconciling the contradictory passages. Under such circumstances, the justice of such a suggestion as Professor Clark makes in the sentences above cited would be self-evident.

It is hardly necessary to say that our imaginary parallel is far from exact in its details; but it gives a substantially correct idea of the nature of Justinian's Digest and indicates the necessity of applying to its study the historical method. It would, however, be unfair to European jurisprudence to assume that this method of dealing with antinomies is unknown, or little used. One need only examine, for instance, Windscheid's "Pandects," particularly the footnotes, to see that he has used it freely.

It is to be hoped that Professor Clark's remaining volume, or volumes, may soon be given to the world.

PRINCIPLES OF THE ENGLISH LAW OF CONTRACT. By SIR WILLIAM R. ANSON, Bart., D. C. L. Eleventh English Edition. Second American Edition. By ERNEST W. HUFFCUT. New York: Oxford University Press, American Branch. 1906. pp. li, 462.

The well-known ability for clear thinking and for precise and accurate expression of Ernest W. Huffcut, late Dean of the Cornell University College of Law, are a sufficient guaranty that any work which he might do in the line of a treatise on law topics would be of a very high order. His notes in the second American edition, in connection with the text of the eleventh English edition, of Mr. Anson's volume on the law of contract, bear out Mr. Huffcut's established reputation in those regards. Within the scope of the limitations set for himself by the American editor, to wit, "to keep the editorial work within a compass suitable for an elementary text," the "American notes" are useful and creditable.

With regard to the "elementary text" of Mr. Anson's eleventh English edition, while one should not perhaps complain that the text is only what it claims to be, namely, "elementary," nevertheless one may regret that there was not a little more of the scientific analysis of principles and of the application of logical deduction applied to various portions of the text. It might be said that, if the law is a science, it is important, even in a work which describes itself as "elementary," that a treatise upon it should at all times deal with the elementary principles in a scientific, reasoning, and logical manner. Of course, the purpose of publishing an "elementary text" on such a subject must be to guide the first steps of the student of law in this subject, and to enable him to get clearly in mind the fundamental principles applicable thereto. This being so, it is certainly vital that such principles be stated soundly and that they be stated with entire accuracy and precision. Misapprehensions implanted in the mind of the student at the early stage of his course, contemplated by such a work, are almost if not entirely ineradicable. The evil effects of a mistaken idea at the outset are far reaching. The student will find

it exceedingly difficult to unlearn the first knowledge which he has acquired along a given line. Inaccuracies submitted to practitioners or older students are not so detrimental. Therefore, in an "elementary work," we have a right to look for the greatest accuracy and the greatest clearness of statement.

Some of the inaccuracies in the English text are cured by the excellent notes of Mr. Huffcut but there are others to which attention may be called.

The injury which might flow for example from such a statement as that contained on page 78 that "some simple contracts must be in writing," is very large. In the first place it is to be said that there are no such contracts. There is no class of contracts in our law which could be designated "written contracts." The statement in the text above referred to is only a repetition in different phraseology of a sub-division contained in the analysis of the work printed on page XII., at the bottom thereof, as "simple contracts required to be in writing." The Statute of Frauds, which is referred to here, does not require the contracts which it enumerates to be in writing, but only that they can only be proved by evidence in writing, and that is vastly different. If the contracts themselves were required to be in writing, then, unless the contract when it was made were put in writing, it would be unenforcible. The effect of the decisions on the other hand is that, if sufficient evidence in writing of the terms of the contract contemplated by the statute is obtained at any time, before going to trial, such written memorandum may be used as evidence and the Statute of Frauds will be complied with. The decision in the leading case of *Rann* v. *Hughes*, discountenancing the erroneous views expressed in the case of *Pillans* v. *Van Mierop*, should have set at rest for all time not only the question as to whether there were any such class of contracts as "written contracts," but should also have made law teachers and law writers very careful not to use any expressions which could be misleading on the point, and also to explain clearly that, even under the Statute of Frauds, there was no such class, and that the Statute of Frauds, in providing in substance that certain contracts therein enumerated must be proved by written evidence, did not provide by implication that, if these contracts were in writing, other requirements of an enforcible contract could be dispensed with, as, for example, consideration. It is no answer to this to say that, in the text on page 78, the discussion of the question might clear up any misapprehension arising under the heading of the section. It might or it might not, and in any case the heading is incorrect and states something that is not true, and therefore leads to possible error.

In the discussion in the text, some so-called "considerations" are spoken of as "unreal considerations," and the English writer pronounces them as invalid. If they are not considerations, they should not be called such. It is a contradiction in terms to speak of something as an "unreal consideration." In dealing with this kind of "consideration," the English author gives several examples of the same, as that "a promise to pay money in consideration of a promise to discover treasure by magic, to go around the world in a week, or to supply the promissor with a live pterodactyl, would be void for unreality in the consideration furnished."

This seems also to be an example of the aforementioned failure of the writer to closely analyze certain doctrines, and certain cases. It is apprehended that the true reason why there are not contracts in such cases as those given by the author is not that the alleged "considerations" are "unreal," but that the parties never intended to make a contract. Their expressions must be deemed to have been, as remarked in one case, "a frolic and a banter." Unless this principle is invoked, it is hard to see why the parties should not be bound by their promises, assuming that they were of age and of sound mind.

Instead of agreeing with the decision in the case of *White* v. *Bluett*, 23 L. J. Exch., 36, as the author does on page 108, it would probably have been sounder to say that the decision was not correct. Unquestionably, the son had a right to bore his father if he chose in the matter of money, and if he refrained from doing so, it might be well said that he was surrendering a legal right, and surely the right which he was surrendering would not be "too vague" for a jury to determine in respect of the fact of its surrender. Again, it seems that the author's approval of the decision in the case of *Jones* v. *Ashburnham*, 4 East 455, is misleading or might be to students. The plaintiff did show a damage to himself in his forbearance, and the fact that there was no fund from which he could collect a judgment was entirely immaterial. Further, it did not appear that there was no person in *rerum natura* liable to suit. There could have been an administrator of the estate appointed for the very purpose of bringing suit against him.

The discussion of the decision in *Lampleigh* v. *Brathwait*, on page 128, would not very much clear up the matter for the student reading this "elementary text." Were it not for the discussion on the page mentioned, the student might have gotten the sound view of the question involved in that case and similar cases from a remark made by the author "in passing" on page 126. The point dealt with is the point of some old cases, that where goods were delivered or services rendered upon request, and subsequently to the delivery of the goods or the performance of the services, a promise is made by the party requesting to pay for them, the promise may be considered to revert to the request and be coupled with it, and recovery be had upon the promise. Such decisions, involving as they did the fiction of relation, were unsound and, we think, pretty generally recognized at this day to have been unsound. It seems equally clear that at the present time the way in which such a case would be dealt with, would be this:—the rendition of services or the delivery of goods upon request, would raise an implied promise on the part of the party requesting to pay the reasonable or market value. If there were no subsequent promise, the reasonable or market value would be the amount recovered. If the subsequent promise is given then such promise may be used *as evidence* of two things: (*a*) that the party requesting intended to pay when he made the request; and (*b*) that the amount which he subsequently promises to pay is indicative of what he thought the reasonable or market value of the goods or services might be.

Again, on page 163 of the text, the subject of the misuse of expressions by the parties to an alleged contract is treated inconsistently in two places. Under the head of "mistake of expression," the author states

that, where the parties make use of mistaken expressions they may be allowed to explain them; later, on the same page, he says "and though the terms may not express what he intended them to express, his failure to find words appropriate to his meaning is not mistake; if it were so, a contract would be no more than a rough draft of the intention of the parties to be explained by the light of subsequent events and corrected by the court and jury." The latter statement is sound. The former statement is only sound when it is applied to *mutual* mistakes. This should have been so stated by the author.

We might go on with further instances, but after all has been said the fact remains that Mr. Anson's work on the law of contracts has been of great service to students and the profession, and deserves for the most part high praise. Perhaps it is not too much to say, however, that it is not above criticism. The present edition with the American notes is a valuable volume, and, if used with some degree of care, a very serviceable one.

SUPPLEMENT TO SNYDER'S ANNOTATED INTERSTATE COMMERCE ACT AND FEDERAL ANTI-TRUST LAWS. By WILLIAM L. SNYDER. New York: Baker, Voorhis & Company. 1906. pp. xl. 178.

In what should be a very useful digest Mr. Synder has given the text of some of the more important Acts of Congress passed in 1906, the acts included being those more directly affecting interstate commerce. Special attention is given the Railway Rate Bill amending the Commerce Act and the Elkins Act, and in addition the text of the Employers' Liability Bill, Pure Food Bill, Meat Inspection Bill and Jewelers' Liability Bill is set forth. The judicial decisions bearing on the subjects treated, rendered after the publication in July, 1904, of the work to which this is a supplement, are also given, the more important with considerable detail and lengthy quotations. In addition, a few pages are devoted to a consideration of the anti-trust laws of the different states.

The forty pages devoted to the Introduction are of no particular value in a law-book, although they might well do for a magazine article, but the remainder of the book is well prepared, the work of the publishers being especially well done. The lawyer in active practice will find much to interest him in a perusal of this work, and will find a constantly growing need for this or a similar treatise.

A HISTORY OF DIPLOMACY IN THE INTERNATIONAL DEVELOPMENT OF EUROPE. By DAVID JAYNE HILL. New York: Longmans, Green & Co. Six Volumes. Vol. I., The Struggle for Universal Empire. 1905. pp. xxiii, 481. Vol. II, The Establishment of Territorial Sovereignty. 1906. pp. xxv, 663.

The first two volumes of the extensive work planned by Dr. Hill form merely an introductory study, a preface to the period at which we are accustomed to regard diplomacy as having arisen. As the author says, these two volumes, "The Struggle for Universal Empire" and "The Establishment of Territorial Sovereignty," "may be regarded as indicating